

WHITMAN COUNTY Department of Public Health

CENTRAL OFFICE

310 N. MAIN STREET
COLFAX, WASHINGTON 99111
PHONE (509) 397-6280
FAX (509) 397-6239

PULLMAN BRANCH OFFICE

1205 SE PROFESSIONAL MALL BLVD STE # 203
PULLMAN, WASHINGTON 99163
PHONE (509) 332-6752
FAX (509) 334-4517

Amendment to Contract for Professional Services

This amendment is to extend the contract for professional services with Washington State University for the purpose of contract tracing and case investigations during the COVID-19 pandemic. The original contract was set to end on December 31st of 2021. This amendment would extend this agreement through the month of February 2022 and end on February 28th, 2022.

Contractor

Washington State University
Environmental Health and Safety

Administrator



Mailing Address: PO Box 1172
Pullman, WA 99164

Date: 01/01/2022

Approved By:



Amanda N. Owen
Assoc. Dir., Procurement and Contracting

Department

Chris A Skidmore

Director



Whitman County Public Health



Public Health
Prevent. Promote. Protect.

WHITMAN COUNTY
Department of Public Health

COLFAX OFFICE
 310 N MAIN ST STE 108
 COLFAX, WA 99111
 PHONE: 509-397-6280
 FAX: 509-397-6239



PULLMAN OFFICE
 1205 SE PRO MALL BLVD STE 203
 PULLMAN, WA 99163
 PHONE: 509-332-6752
 FAX: 509-334-4517

CONTRACT FOR PROFESSIONAL SERVICES

Whereas Whitman County has been negatively impacted by the COVID-19 pandemic and the Whitman County Health Department, hereinafter referred to as the “Department”, is tasked with safeguarding the health and wellness of the people of Whitman County, and Washington State University, hereinafter referred to as the “Contractor”, is an integral partner in our efforts to combat communicable disease; contact tracing is an important part of the fight.

Whereas Washington State University’s Environmental Health and Safety have provided critical contact tracing and case investigation services to the people of Whitman County in response to the COVID- 19 pandemic prior to March 1, 2020 through today, and the Department now has grant funding to help pay for continued contact tracing.

Now Therefore The Department and Contractor hereby enter THIS AGREEMENT, this October 11th, 2021, for the purpose of providing the services described herein for the Whitman County Health Department.

Section I. Services

The Contractor agrees to conduct contact tracing and case investigations for positive COVID-19 cases reported to Whitman County. Each business day, the Contractor will call positive cases, record relevant information, pass along information on quarantine/isolation, and generate a daily report that will be submitted to the Department by the end of the day.

WHITMAN COUNTY
Department of Public Health

COLFAX OFFICE
310 N MAIN ST STE 108
COLFAX, WA 99111
PHONE: 509-397-6280
FAX: 509-397-6239



PULLMAN OFFICE
1205 SE PRO MALL BLVD STE 203
PULLMAN, WA 99163
PHONE: 509-332-6752
FAX: 509-334-4517

Section 2. Term of Agreement

This agreement shall cover contact tracing, case investigations, and reporting done between August 1, 2021 and December 31, 2021 unless the contract shall have been earlier terminated pursuant to Section 5, or unless extended by written agreement of the parties.

Section 3. Billing Procedures

The Department will compensate the Contractor for services rendered within thirty (30) days following receipt of an invoice provided all other terms and conditions of the contract have been substantially met and are certified as such by the Contract Administrator. The Contractor will be responsible for tracking and reporting staff time spent on work done under this contract. The reports shall contain the names of those conducting case investigations and the dates the services were provided. These reports shall be submitted with the invoice. All invoices shall be submitted to the Department not later than February 1, 2022, unless such time is extended by further agreement of the parties.

Section 4. Administration of Contract

The Contractor hereby accepts the Director of Whitman County Public Health as the Contract Administrator for the purpose of administering the provisions of this contract, including the County's right to receive and act on all reports and documents related to this contract, to request and receive additional information reasonably required from the Contractor, to assess the general performance of the Contractor under the terms of this contract, to determine if contracting services are being performed in accordance with the applicable law, and to administer any other right granted to the County under this contract. The Contract Administrator shall administer this contract in a reasonable and good faith manner.

Section 5. Termination

In the event that funding from the COVID-19 response is withdrawn, reduced, or limited in any way after the execution date of this contract, and prior to the contract's completion, the County may

WHITMAN COUNTY
Department of Public Health

COLFAX OFFICE
310 N MAIN ST STE 108
COLFAX, WA 99111
PHONE: 509-397-6280
FAX: 509-397-6239



PULLMAN OFFICE
1205 SE PRO MALL BLVD STE 203
PULLMAN, WA 99163
PHONE: 509-332-6752
FAX: 509-334-4517

summarily terminate this contract by written notification. If the County concludes that the Contractor is not satisfactorily meeting its contractual obligation, the County shall in writing send the Contractor notice of breach, and the Contractor shall have ten (10) days to correct said breach to the satisfaction of the County. If said breach is not cured to the satisfaction of the County, the County may terminate this contract by written notification. Any written notification of termination shall be effective upon receipt by the Contractor or three days after mailing, whichever occurs first. Upon termination, the Contractor shall immediately cease all contractual activities and the Department shall not be liable for any fees or costs incurred by Contractor after the termination of the contract.

Section 6. Equal Employment Opportunity

"Whitman County complies with non-discrimination, federal and state equal employment opportunity regulations. It will not discriminate on the basis of national origin, race, religion, gender, sexual orientation, age, disability, veteran's status or any other basis prohibited by applicable law. Whitman County strives to increase representation of all races, genders and ethnicity groups to better reflect its local labor market. The EEO policy and plan may be found at www.whitmancounty.org.

Section 7. Non-Discrimination

The Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap,
(a) deny any individual any service or benefits under this contract, or (b) subject an individual to segregation or separate treatment in any manner related to receipt of any service or services or other benefits under this contract.

Section 8. Indemnity Agreement

The Contractor agrees to indemnify and hold the County harmless from any and all claims of personal or bodily injury, death, or property damage, which may arise out of the performance of

WHITMAN COUNTY
Department of Public Health

COLFAX OFFICE
310 N MAIN ST STE 108
COLFAX, WA 99111
PHONE: 509-397-6280
FAX: 509-397-6239



PULLMAN OFFICE
1205 SE PRO MALL BLVD STE 203
PULLMAN, WA 99163
PHONE: 509-332-6752
FAX: 509-334-4517

the duties under this contract including; costs, expenses, attorney's fees, judgments, penalties and interest paid, incurred assessed, claimed or entered.

Contractor and its officers, employees, agents, and registered volunteers, while acting in good faith within the scope of their official Contractor duties, are covered by the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.). Successful claims to pay legal liabilities and defense costs of the state resulting from tortious conduct of Contractor and its employees, officers, agents, and registered volunteers in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. Notwithstanding anything in this Agreement to the contrary, the extent of the liability Contractor contractually assumes under this Agreement is limited to those risks for which Contractor is covered by the State of Washington Self-Insurance Liability Program and the Tort Claims Act.

Section 9. Taxes

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fee licenses, excises, or payments required by City, County, Federal, or State legislation which are now or may during the term of the contract be enacted, as obligations of the Contractor and shall assume exclusive liability therefore.

Section 10. Extent of Agreement

This contract contains all the terms and conditions agreed upon by the parties. The parties agree that there is no other understanding, oral or otherwise, regarding the subject matter of this agreement.

Section 11. Modification

No change or addition to this contract shall be valid or binding upon either party unless such change or addition is in writing, executed by both parties.

Section 12. Independent Contractor

The parties agree that the Contractor is an independent contractor, and not an employee nor agent of Whitman County. The Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misinterpretation that the Contractor is an employee or agent for Whitman County.

WHITMAN COUNTY
Department of Public Health

COLFAX OFFICE
310 N MAIN ST STE 108
COLFAX, WA 99111
PHONE: 509-397-6280
FAX: 509-397-6239



PULLMAN OFFICE
1205 SE PRO MALL BLVD STE 203
PULLMAN, WA 99163
PHONE: 509-332-6752
FAX: 509-334-4517

Section 13. Compensation and Method of Payment

The Department shall compensate the Contractor at an hourly rate of \$80.00 for this service, up to a maximum amount \$200,000. In no event shall the Department be liable for any cost or payment beyond the maximum amount of \$ 200,000.

Section 14. Notices

All notices of breach, or termination and billing invoices shall be sent via first class US Mail to the representative named-below at the address listed.

Contractor

Washington State University
Environmental Health and Safety

Administrator Jason Sampson

Mailing Address: PO Box 641172
Pullman, WA 99164-1172

Date:

Department

Chris A Skidmore

Director 
Whitman County Public Health

Mailing Address: 310 N Main STE 108 Colfax, WA 99111

Date: 10/11/2021

CONTRACT APPROVED BY:


Amanda N. Owen
Associate Director, RE and Business Ops.
Date: 12.30.21

